

TERMS OF SERVICE

Sprinto Inc

Last Updated on: [30 May 2024]

We have updated Sprinto Inc.'s Terms of Service effective as of June 1, 2024.

To view the previous version of this, [click here](#).

To view Terms of Service for Sprinto India Private Limited., [click here](#).

These Terms of Service (“**Terms**”) describe the terms under which Sprinto, Inc. (hereinafter also referred to as (“**Sprinto**”, “**We**”, “**Our**” “**Us**”) provides an individual or entity, who purchases our Service(s) and/or creates an Account with Us (hereinafter also referred to as (“**You**”, “**Your**”, “**Yourself**”) and their Users, access to and use of Our Service(s) . By accessing and/or using Our Service, a) You agree to be bound by these Terms, b) You warrant to Us that You have the legal capacity to enter into this agreement, and c) That, in the event You are entering into these Terms on behalf of any entity/company or its group, You possess the requisite authority to bind such entities, company or its groups to these Terms. If You do not agree to these Terms, You should immediately cease using our Service(s). You acknowledge that clause 11.1. contains a class action waiver provision that affects how disputes between You and Us would be resolved.

The Service(s) may not be accessed for the purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Sprinto’s competitors are prohibited from accessing the Service(s), except with Sprinto’s prior written consent.

You and Us will be individually referred to as “**Party**” and collectively as “**Parties**”.

1. **SERVICE(S)**

- 1.1. **Your Rights.** Subject to Your compliance with these Terms and solely during the Subscription Term, You shall have the limited, non-exclusive, revocable right to access and use the Service(s) solely for Your internal business purposes in accordance with these Terms and the subscription plan as specifically stated in an Order Form.
- 1.2. **Sprinto’s Responsibilities.** Sprinto will: (a) make the Service(s) available to You in accordance with these Terms, the Documentation and the Order Form; (b) provide support for the Service(s) in accordance with Sprinto’s then-current standard support policy; and (c) comply with all laws and regulations applicable to Sprinto in provision of the Service(s).
- 1.3. **Updates and Downtime.** Any enhancements, new features or updates (“**Updates**”) to the Service(s) are also subject to these Terms and We reserve the right to deploy Updates at any time. The Service(s) may temporarily be unavailable due to scheduled downtime for upgrades and maintenance in which case We shall use commercially reasonable endeavours to notify You in advance.
- 1.4. **Implementation Services.** The details of any implementation services required to be provided by Sprinto (“**Implementation Services**”), including the schedule and fee therefor, shall be set out in an Order Form.

- 1.5. Audit Services. For the avoidance of doubt, the auditors who provide audit services in connection with the Service(s) are not and shall not be deemed to be in any manner, the employees, agents, representatives, affiliates or partners of Sprinto. Such auditors always act independently and Sprinto is not responsible and has no control over the manner in which they provide their respective audit services. Sprinto only facilitates an online platform for automated security, risk and compliance assessment.

2. YOUR RESPONSIBILITIES

- 2.1. Your Account. Your access and use of the Service(s) is restricted to the specified number of individual Users as specified in the relevant Order Form, if any, executed between Us and Yourself. Each User shall be identified using unique login information (“**User Login**”) and such User Login shall be used only by one individual.
- 2.2. Acceptable Use. You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare disassemble, reverse engineer, decompile or make the Service(s) available to any third party, other than Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) modify, adapt, or hack the Service(s) or otherwise attempt to gain or gain unauthorized access to the Service(s) or related systems or networks; (c) use the Service(s) to store or transmit Sensitive Personal Information; (d) use the Service(s) to store or transmit Service Data in violation of applicable laws and regulations, including but not limited to violation of any person’s privacy rights, export control laws/regulations; (e) access it for purposes of creating derivative works based on, or developing or operating products or services for third-parties in competition with the Service(s); (f) access or use the Service(s), or any feature, information or functionality thereof, to build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking; (g) use the Service(s) to store or transmit any content that infringes upon any person’s intellectual property rights or is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (h) use the Service(s) to knowingly post, transmit, upload, link to, send or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (i) “crawl,” “scrape,” or “spider” any page, data, or portion of or relating to the Service(s) (through use of manual or automated means).
- 2.3. As part of the Service(s), You may use and direct Your Users to install the Dr. Sprinto tool in their devices to make Your compliance process easier. In such an event, Dr. Sprinto will collect certain information from the Users’ devices including but not limited to, disk encryption configuration, screen lock settings and operating system status on Your behalf. You represent and warrant that you have obtained and maintained the necessary approvals, consents or authorizations from and/or provided requisite notices to Users, for Sprinto to access, collect and use such information in accordance with these Terms. You acknowledge and agree that Sprinto shall have no liability for your violation of this clause or for any claims from the Users arising in connection with Dr. Sprinto.
- 2.4. Prohibited Activity. If We inform You that a specified activity or purpose is prohibited due to a threat to the security, integrity or availability of the Service(s), You will ensure that You immediately cease use of the Service(s) for such prohibited activity or purpose.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Service(s). Except for the rights granted to You under clause 1, all rights, title and interest in and to all intellectual property and/or proprietary rights, title and interest in or related to the

Service(s), including patents, inventions, copyrights, trademarks, domain names, trade secrets or know-how shall belong to and remain exclusively with Sprinto, its Affiliates and licensors. All rights in the Service(s) not expressly provided to You herein are reserved by Sprinto.

- 3.2 Service Data. You own the rights to the Service Data that You provide to Sprinto. Sprinto does not claim ownership over such Service Data. You grant to Us a royalty-free license and right to use Service Data solely to provide and maintain the Service(s), prevent or address any technical problems, or at Your request in connection with support requests and in accordance with these Terms.
- 3.3 Feedback. Sprinto shall have a right and royalty-free license to incorporate into the Service(s) or otherwise use any suggestions, enhancement requests, recommendations or other feedback You choose to provide, including for the purpose of improving and enhancing the Service(s), provided that You are not referenced in such use.
- 3.4 Aggregated Information. Sprinto may aggregate, collect and analyze information relating to the provision, use and performance of the Service(s) and may use (during and after the Subscription Term) such information to develop and improve the Service(s) and other Sprinto offerings, including disclosure of such information to third parties in an aggregated and anonymized format such that neither You nor any individual or household can be identified.
- 3.5 Publicity Rights. Your name, trademark and logo (“**Your Marks**”) are Your exclusive property. Unless otherwise agreed between the Parties in a relevant Order Form, Sprinto may use Your Marks to identify You as its customer, including on the Website, social media and in sales and marketing materials, in the same way it uses the names of its other customers. Sprinto shall use Your Marks in accordance with Your applicable branding guidelines if provided to Sprinto and Sprinto may not use Your Marks in any other way without Your prior written consent (with email consent deemed sufficient).

4. **THIRD PARTY SERVICES**

- 4.1 The Service(s) enables integration with a wide range of Third-party Services. You acknowledge and agree that Your use of Third-party Services will be subject to the terms and conditions and privacy policies of such third-party and that We shall not be liable for Your enablement, access or use of such Third-party Services, including Your data processed by such third party. We shall only be liable for Your data when it is being transmitted through the Service(s). You should contact that Third-party service provider for any issues arising in connection with use of such Third-party Service.
- 4.2 You may enable integrations between the Service(s) and Third-party Services, and by doing so: (a) instruct Sprinto to share Service Data (including, to the extent necessary, any Personal Data) with the providers of such Third-party Services in order to facilitate the integration; and (b) grant Sprinto permission to allow Third-party Services and its providers to access Service Data as appropriate for the interoperation of Third-party Services with the Service(s). Sprinto and Third-party Services providers are not processors or sub-processors of Personal Data with respect to each other.
- 4.3 Restriction on Our Access to Third-party Services Enabled by You: We shall have access only to such Third-party Services that You choose to integrate with the Service(s) and only to the extent authorized/permitted by You. Except to the extent expressly authorized by You and for the

purpose of providing You the Service(s), We agree not to (a) attempt to gain or gain unauthorized access to Your account with such Third-party Service(s).

5. CHARGES AND PAYMENT

- 5.1 Subscription Charges: All charges associated with Your use of the Service(s) shall be as set forth in an Order Form (“**Subscription Charges**”) and any other details regarding such Subscription Charges shall be mentioned in an Order Form. Unless otherwise provided in an applicable Order Form, the Subscription Charges are due in full and payable in advance in accordance with clause 5.2, when You subscribe to the Service(s).
- 5.2 Payment: Unless otherwise stated in the relevant Order Form, You hereby authorize Us or Our authorized agents, as applicable, to bill You upon Your subscription to the Services (and any renewal thereof) and Your payment is due within thirty (30) days of receipt of Our invoice.
- 5.3 Refunds: Unless otherwise specified in these Terms or an Order Form, all Subscription Charges are non-refundable.
- 5.4 Late Payments/Non-payment of Subscription Charges: We will notify You in the event We do not receive payment towards Subscription Charges within the due date. We must receive payments within a maximum of ten (10) days from the date of Our notice. If We do not receive payment within the foregoing time period, in addition to our right to other remedies available under law, We may (i) suspend Your access to and use of the Services until We receive Your payment towards the Subscription Charges as specified herein or (ii) terminate Your Account, provided that Sprinto will use commercially reasonable efforts to give You at least five (5) days’ prior written notice before suspending or terminating Your access to the Service(s).
- 5.5 Payment Disputes. In the event You reasonably dispute any portion of the invoice, You must notify Sprinto within seven (7) days of receipt of an invoice. Sprinto will not exercise its rights under the clause 5.4 above if You are disputing the applicable Subscription Charges specified in the invoice reasonably and in good faith and are cooperating diligently to resolve the dispute in accordance with this clause. You may withhold payment of disputed Subscription Charges until resolved but You shall still pay the undisputed amount when due.
- 5.6 Applicable Taxes: Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “**Taxes**”).

6. TERM, TERMINATION AND SUSPENSION

- 6.1 Term and Renewal. The Subscription Term shall be set forth in a relevant Order Form. Unless Your Account and subscription to the Services is terminated, Your subscription to the Service(s) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term at the then prevailing Subscription Charges. Sprinto shall notify You of such renewal thirty (30) days prior to the expiry of the then expiring Subscription Term.
- 6.2 Termination for Breach. Either Party may terminate these Terms immediately upon notice to the other Party if the other Party materially breaches these Terms, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach, provided however that

any activity by You or Your Users that threatens the security, integrity or availability of the Service(s) may be grounds for immediately terminating Your Account and access to the Service(s).

- 6.3 Termination for Insolvency. Notwithstanding anything contained herein, either Party may terminate these Terms with notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies) which are dismissed within sixty (60) days, or has a receiver or trustee appointed for substantially all of its property.
- 6.4 Effect of Terminating Your Account. Following the termination of Your Account either by Yourself or by Us, Your access and use of the Services shall cease. Termination will not relieve You of Your obligation to pay all Subscription Charges that accrued prior to such termination. Sprinto shall delete all Service Data that is available with Sprinto, including but not limited to Your login and Account information, within a period of forty-five (45) days from the effective date of termination of Your Account (“**Data Retention Period**”), unless legally prohibited. You may contact Sprinto to export Service Data within the Data Retention Period. Service Data cannot be recovered once it is deleted.

7. CONFIDENTIALITY, DATA PRIVACY AND SECURITY

- 7.1 If You choose, or are provided with, a user identification code, login, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party. We will not be responsible for any activities, including any attempted or actual access or loss of data occurring in Your Account as a result of your non-compliance of obligations under this clause.
- 7.2 Definition of Confidential Information. “**Confidential Information**” shall mean all information disclosed by one Party to the other Party which is in tangible form and labelled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, the following shall also be deemed Confidential Information: (a) Service Data, (b) any user identification code, login, password or any other piece of information provided to You as part of Sprinto’s security procedures. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (f) is required by law to be disclosed by the receiving party, provided that the receiving party shall, to the extent legally permitted, give the disclosing party written notice of such requirement prior to disclosing so that the disclosing party may seek a protective order or other appropriate relief.
- 7.3 Protection of Confidential Information. Each of the Parties will protect the other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each of the Parties

protects its own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of the Parties may use the other's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms and shall disclose such Confidential Information solely to those of its respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. You acknowledge and agree that Sprinto and its Affiliates may access or disclose information about You, Your Account, Users, including Service Data, in order to seek advice from its legal advisors subject to confidentiality obligations, to prevent any infringement of Affiliate's or other customers' proprietary rights provided that Sprinto shall notify You prior to any such disclosure, if Sprinto deems that such notification will not prejudicially harm its interests. The provisions of this clause shall supersede any non-disclosure agreement by and between the Parties entered prior to these Terms that would purport to address the confidentiality of Service Data and such agreement shall have no further force or effect with respect to Service Data.

7.4 Security and Protection of Service Data. During the Subscription Term, Sprinto will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Service Data as specified in Sprinto's security policy which You may request access to by writing to support@sprinto.com.

7.5 Processing of Personal Data. We shall Process Personal Data forming part of Service Data on Your behalf as a data processor only for the purposes mentioned in these Terms and in accordance with the Data Processing Addendum which can be accessed here.

8. WARRANTIES AND DISCLAIMERS

8.1 Sprinto Warranties. Sprinto warrants that during the Subscription Term, (a) Sprinto will not materially decrease the overall functionality of the Service(s); and (b) its security policy sets out accurate security measures protecting Service Data.

8.2 Warranty Remedies. You will notify Sprinto of any non-conformance of the Service(s) under a warranty above within a period of thirty (30) days. Provided that You notify Sprinto within such time, Sprinto will use commercially reasonable efforts to correct the non-conformance at no additional charge. If Sprinto is unable to correct such non-conforming Service(s) as warranted within a reasonable time, You shall have an option to terminate the applicable Order Form and receive a prorated refund of any prepaid, unused Subscription Charges covering the remainder of the Subscription Term. If you exercise such an option of termination and refund, it shall be Your sole remedy in case of a breach of the limited warranties above.

8.3 Disclaimers.

- (a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE(S) ARE PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

SPRINTO DOES NOT WARRANT THAT THE SERVICE(S) ARE ERROR-FREE OR THAT THE SERVICE(S) WILL OPERATE WITHOUT INTERRUPTION, THAT THE RECOMMENDATIONS WILL BE ACCURATE AND SPRINTO GRANTS NO WARRANTY REGARDING YOUR USE OF THE SERVICE(S). THE SERVICE(S) MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPRINTO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

- (b) FROM TIME TO TIME, SPRINTO MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH YOU MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SPRINTO’S SOLE DISCRETION.
- (c) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE(S) AND ANY INFORMATION OR RECOMMENDATIONS PROVIDED BY SPRINTO TO YOU ARE INTENDED AS RECOMMENDATIONS ONLY AND DO NOT CONSTITUTE ANY WARRANTY OR GUARANTEE THAT YOU, BY FOLLOWING SUCH RECOMMENDATIONS, WILL BE FULLY COMPLIANT WITH ANY APPLICABLE STANDARDS CONTEMPLATED BY THE SERVICE(S). YOU ACKNOWLEDGE AND AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO ENSURE THAT YOU COMPLY WITH ALL SUCH APPLICABLE STANDARDS.

9. **LIMITATION OF LIABILITY**

9.1 Exclusion of Certain Types of Damages. EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER PARTY NOR ITS AFFILIATES WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, COVER, BUSINESS INTERRUPTION, LOST PROFIT, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Liability Cap. EXCEPT FOR AMOUNTS PAYABLE UNDER A PARTY’S OBLIGATIONS UNDER CLAUSE 10, IN NO EVENT SHALL THE AGGREGATE TOTAL LIABILITY OF EITHER PARTY TOGETHER WITH ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY OR DUE FROM BUT NOT YET PAID BY YOU UNDER THE ORDER FORM(S) GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES’ PAYMENT OBLIGATIONS UNDER CLAUSE 5 OF THESE TERMS.

10. **INDEMNIFICATION**

10.1 Indemnification by Sprinto. Sprinto will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Service(s) infringe or misappropriate such third party's intellectual property rights in the United States of America (each, a "**Customer Indemnity Claim**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Sprinto in writing of, a Customer Indemnity Claim, provided You: (a) promptly give Sprinto written notice of Customer Indemnity Claim; (b) give Sprinto sole control of the defense and settlement of the Customer Indemnity Claim; and (c) give Sprinto all reasonable assistance, at Sprinto's expense. If Sprinto receives information about an infringement or misappropriation claim related to the Service(s), Sprinto may in its discretion and at no cost to You: (i) modify the Service(s) so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Your continued use of the Service(s) in accordance with these Terms; or (iii) terminate Your Account upon thirty (30) days' written notice and provide You with a refund of any prepaid fees covering the remainder of the Subscription Term of the terminated Service(s). The above defense and indemnification obligations do not apply if a Customer Indemnity Claim arises from: (I) the use or combination of the Service(s) or any part thereof with software, hardware, data, or processes not provided by Sprinto, if the Service(s) or use thereof would not infringe without such combination; (II) modifications to the Service(s) not made by Sprinto or third-parties authorized by Sprinto; or (III) Your breach of these Terms, applicable Order Forms or the Documentation.

10.2 Indemnification by You. You will defend Sprinto and its Affiliates against any claim, demand, suit or proceeding made or brought against Sprinto by a third party arising from Your use of the Service(s) in violation of clause 2.2 of these Terms ("**Sprinto Indemnity Claim**"), and will indemnify Sprinto from any damages, attorney fees and costs finally awarded against Sprinto as a result of, or for any amounts paid by Sprinto under a settlement approved by You in writing of, a Sprinto Indemnity Claim, provided Sprinto: (i) promptly gives You written notice of the Sprinto Indemnity Claim; (ii) gives You sole control of the defense and settlement of the Sprinto Indemnity Claim; and (iii) gives You all reasonable assistance, at Your expense. The above defense and indemnification obligations do not apply if a Sprinto Indemnity Claim arises from Sprinto's breach of these Terms, applicable Order Forms or the Documentation.

10.3 Sole and Exclusive Remedy. This clause 10 sets forth the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for the third-party claims described herein.

11. GOVERNING LAW AND JURISDICTION

11.1 Where You are incorporated in the U.S.A or in any territory other than those mentioned in Clauses 11.2 to 11.5, these Terms shall be governed by and construed in accordance with the laws of the State of California, U.S.A and the courts located in San Francisco, California, shall have exclusive jurisdiction on all matters, claims, actions or disputes arising from these Terms, without regard to the principles of conflicts of laws. Where this clause 11.1 applies, You and Sprinto each agree (a) that the dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, group or representative action; (b) You and Sprinto waive any right to a jury trial and (c) You and Sprinto shall not be a class representative or class member or otherwise participate in any class, representative, consolidated or private attorney general proceeding. You have the right to opt out and not be bound by the class action waiver provision set forth in this clause by sending written notice of Your decision to opt out to the following

email address: info@sprinto.com. The notice must be sent within 30 days of Your acceptance to the Terms, otherwise You shall be bound by the waiver in this clause. If You elect to opt out, We may, at our sole discretion, terminate Your account and provide You with a refund of any prepaid fees covering the remainder of the Subscription Term of the terminated Service(s)

11.2 Where You are incorporated in the EEA region, these Terms shall be governed by and construed in accordance with the laws of Ireland and the Commercial Courts in Dublin, Ireland shall have exclusive jurisdiction on all matters, claims, actions or disputes arising from these Terms, without regard to the principles of conflicts of laws.

11.3 Where You are incorporated in the U.K, these Terms shall be governed by and construed in accordance with the laws of England and Wales and the County Courts in London, UK shall have exclusive jurisdiction on all matters, claims, actions or disputes arising from these Terms, without regard to the principles of conflicts of laws.

11.4 Where You are incorporated in any of the following countries: Kuwait, United Arab Emirates, Saudi Arabia, Qatar, or Turkey, these Terms shall be governed by and construed in accordance with the laws of England and Wales and the Dubai International Financial Centre Courts shall have exclusive jurisdiction on all matters, claims, actions or disputes arising from these Terms, without regard to the principles of conflicts of laws.

11.5 Where You are incorporated in any of the following countries: Australia, China, Indonesia, Japan, Malaysia, New Zealand, Singapore, Sri Lanka, Thailand, or Vietnam, these Terms shall be governed by and construed in accordance with the laws of Singapore without regard to conflict of law principles. Any disputes or differences arising under, relating to or connected with this Agreement shall be resolved by final and binding arbitration in accordance with the Arbitration Rules of the International Arbitration Centre (“**SIAC Rules**”) for the time in force.

12. MISCELLANEOUS

12.1 Entire Agreement and Revisions. These Terms, including the Order Forms, all schedules and online policies incorporated herein by reference, contains the entire agreement and understanding of the Parties and supersedes all prior communications, discussions, negotiations, proposed agreements, and all other agreements between them, whether written or oral, concerning the subject matter herein. To the extent that a conflict arises between the terms and conditions of an Order Form and these Terms, the terms and conditions of the Order Form will govern. It is expressly agreed that these Terms and any Order Form supersede the terms any of Your purchase order. You are encouraged to periodically visit this page to review these Terms and any amendments or changes thereto. Sprinto may amend or change these Terms at any time. Sprinto will give You a notice of material changes in these Terms not less than 10 (ten) days prior to the date such revised Terms will take effect. Your continued use of the Service(s) after any such amendment signifies Your acceptance of such amendment.

12.2 Relationship of the Parties. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the Parties.

12.3 Export Compliance and Use Restrictions. Each Party represents that it is not on any U.S. government denied-party list. You will not permit any User to access or use the Service(s) in Russia or a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea) or in violation of any U.S. export law or regulation.

- 12.4 Anti-Bribery. Neither Party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other Party in connection with these Terms.
- 12.5 Assignment. Except to its Affiliates, neither Party may, directly or indirectly, assign all or any part of these Terms or its respective rights under these Terms or delegate performance of its respective duties under these Terms without the prior consent, which consent shall not be unreasonably withheld, of the other Party. In the event of assignment to an Affiliate, the Party assigning its performance shall promptly intimate the other Party of such assignment and shall not default in any of its payment obligations under these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 12.6 Force Majeure. Except for the obligation to pay Subscription Charges and notwithstanding anything to the contrary contained elsewhere, any delay in the performance of any duties or obligations of either Party will not be considered a breach of these Terms if such delay is caused by circumstances beyond such Party's reasonable control, such as acts of God, acts of government, acts of terror or civil unrest, technical failures beyond the Party's reasonable control, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.
- 12.7 Notices and Consent to Electronic Communications. All notices to be provided by Sprinto to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery Service(s) ("**Courier**") or to the contact mailing address provided by You in the relevant Order Form; or (ii) by means of a general notice on the Service(s) via electronic mail to the e-mail address provided by You . Our address for a notice to Us: (i) in writing by Courier to the address mentioned above or (ii) by electronic mail is info@sprinto.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.
- 12.8 No Waiver; Severability. Either Party's failure or delay to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect our right to later enforce or exercise it. If a Party waives a failure or breach by the other Party, it will only do so in writing and that will not mean that such Party automatically waives any future failure of breach by the other Party. In the event that one or more provisions of these Terms are be found to be or become unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and / or enforceability of the remaining provisions of these Terms which will continue to remain in full force and effect.
- 12.9 Survival. All clauses which, by their nature are intended to survive, including without limitation Clauses 3 (*Intellectual Property Rights*), 5 (*Charges and Payment*), 6.4 (*Effect of Terminating Your Account*), 7 (*Confidentiality, Security and Data Privacy*), 8 (*Warranties and Disclaimer*), 9 (*Limitation of Liability*), 10 (*Indemnification*), 11 (*Sprinto Contracting Entity, Governing Law and Venue*), 12 (*Miscellaneous*) and 13 (*Definitions*) shall survive any termination of Our agreement with respect to use of the Service(s) by You.

13. DEFINITIONS

When used in these Terms with the initial letters capitalized, in addition to terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means any accounts or instances created by You or on Your behalf for access and use of the Service(s).

Affiliate: means an entity that controls, is controlled by, or is under common control with the subject entity. “**Control,**” for purposes of this definition, means direct or indirect ownership of control of more than 50% of the voting interests of the subject entity.

API: means the application programming interfaces developed, enabled by or licensed to Us that permits access to certain functionality provided by the Service(s).

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service(s) provided or made available by Us to You or Your Users through the Service(s) or otherwise.

Order Form: means any service order form or statement of work executed by the Parties referencing these Terms and specifying the subscription information for the Service(s) including details on any Implementation Services, Subscription Charges, payment information, applicable modules and Subscription Term.

Personal Data: means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of Sprinto, except that Personal Data does not include such information pertaining to Your personnel or representatives who are business contacts of Sprinto where Sprinto acts as a data controller of such information.

Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Sensitive Personal Information means information that relates to an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation, government IDs, passport numbers, social security numbers, financial information, credit card data, information about an individual's criminal offences or convictions, as well as any other information deemed sensitive under applicable data protection laws.

Service Data: means all electronic data, text, messages, emails, Personal Data or other materials, submitted to the Service(s) by You through Your Account in connection with Your use of the Service(s).

Service(s): means Sprinto’s proprietary cloud-based platform provided to You over the internet/cloud that provides: (i) information security and compliance services in the form of a productized and automated consultant; (ii) audit services in relation to system level controls and organization level controls through the auditors registered on the Website; and (iii) and any new services that Sprinto may introduce as a Service to which You may subscribe to, and any updates, modifications or improvements thereto, including individually and collectively, Software, the API and any Documentation.

Software: means software provided by Us (either by download or access through the internet) that allows You to use any functionality in connection with the Service(s).

Subscription Term: means the period during which You have agreed to subscribe to the Service(s) specified in a relevant Order Form

Third-party Service(s) shall mean third party application(s) or service(s) integrating with the Service(s) through APIs or otherwise which require You to have Your own accounts with such third-party application(s) or service(s) in order to utilize them.

User: means those who are designated users within the Service(s), including an Account administrator, agents and other designated users.

Website(s) shall mean the websites owned and operated by Us including www.sprinto.com